

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT

by and between

WISCONSIN BELL TELEPHONE COMPANY
d/b/a SBC WISCONSIN

AND

AT&T COMMUNICATIONS OF WISCONSIN, L.P.

The Interconnection Agreement, which became effective on July 9, 2002 ("the Agreement"), by and between Wisconsin Bell Telephone Company d/b/a SBC Wisconsin ("SBC Wisconsin") and AT&T Communications of Wisconsin, L.P. ("AT&T"), is hereby amended as follows:

1. Sections 5.4.1, 5.4.2 and 5.4.3 of Article 5: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), are replaced by the following language:
 - 5.4.1 InterLATA traffic shall be transported between AT&T Switch Center and the SBC-AMERITECH Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between AT&T's End Users and inter exchange carriers via an AT&T switch or SBC-AMERITECH Access Tandem, as the case may be.
 - 5.4.2 When SBC-AMERITECH has more than one Access Tandem in a local exchange area or LATA, AT&T shall establish a Meet Point Trunk Group to one or more of SBC-Ameritech Access Tandems according to where AT&T has homed its NXX code(s). If the Access Tandems are in two different states, AT&T shall home its codes on tandems in the respective states. In all events codes shall be homed on at least one tandem within the LATA. AT&T will work with SBC tandem planning for NXX homing changes that may change tandem traffic volumes.

- 5.4.3 Should a tandem reach an exhaust condition such that traffic blocking becomes a possibility, AT&T shall work with SBC in rehomeing codes to help alleviate the exhaust condition.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
 4. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of June, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and AT&T, signing by and through its duly authorized representative.

**AT&T Communications
of Wisconsin, L.P.**

By: Kathleen Whiteaker

Title: District Manager

Name: Kathleen Whiteaker
(Print or Type)

Date: 5-25-03

***Wisconsin Bell Telephone Company
d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized
agent**

By: Mike Auinbaub

Title: President - Industry Markets

Name: Mike Auinbaub
(Print or Type)

Date: June 11 2003

*By entering into this Amendment, SBC Wisconsin does not waive any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA Decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligation of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, SBC Wisconsin fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SBC Wisconsin reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act. SBC Wisconsin also reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation plan in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement.